

## INVITATION TO BID

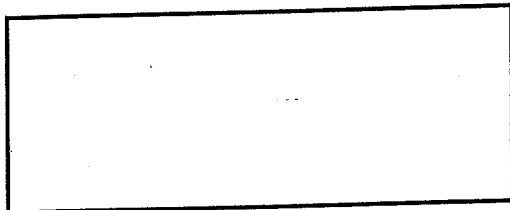
STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING



BIDS WILL BE PUBLICLY OPENED:

**APR 27, 2004 10:00 AM**

VENDOR NO. :  
SOLICITATION : 2187617  
FILE NO. : K25598DL  
OPENING DATE : 04/27/04



PURCHASING AGENCY NO. : 107001

**SEE NO. 8 BELOW. RETURN BID TO**

2187617 04/27/04 10:00 AM  
K25598DL

OFFICE OF STATE PURCHASING  
OFFICE OF STATE PURCHASING  
POST OFFICE BOX 94095  
BATON ROUGE, LA 70804-9095

BUYER : DOROTHEA YOUNG, CPPB  
BUYER PHONE : (225) 342-8022  
DATE ISSUED : 03/17/04  
REQ. AGENCY : 264000 FOLD HERE-->

DCRT-OFFICE OF STATE PARKS  
AGENCY REQ. NO. : 72904100  
ISIS REQ. NO. : 1260110  
VENDOR PHONE :  
FISCAL YEAR : 04  
CLASS/SUBCLASS : 98863  
SCHEDULED BEGIN DATE : 00/00/00  
SCHEDULED END DATE : 00/00/00  
T-NUMBER :

**FENCING AT LAKE D'ARBONNE STATE PARK**

## TO BE COMPLETED BY VENDOR

1. PLEASE REMOVE FROM THIS COMMODITY CODE.
2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHED, OTHER, IF REQUIRED.
5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

## INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: 5 % OR 100% OF BID.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED.
7. DESIRED DELIVERY: 030 DAYS ARO
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

FOLD HERE--&gt;

VENDOR PHONE NUMBER:  
FAX NUMBER:

TITLE

DATE

SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.  
(MUST BE SIGNED)

NAME OF BIDDER  
(TYPED OR PRINTED)

PROPOSAL NUMBER K 25598 DL

SOLICITATION NUMBER: 2187617

**FURNISH AND INSTALL FENCING  
FOR  
LAKE D'ARBONNE STATE PARK  
FARMERVILLE, LOUISIANA  
CATEGORY**

**BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:**

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:  
OFFICE OF STATE PURCHASING  
P O BOX 94095  
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
CLAIBORNE BUILDING, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBILITY FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

\*\*\*\*\*

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:i.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

\*\*\*\*\*

FOR ADDITIONAL INFORMATION, CONTACT: **DAVID ROGOZ**  
**(225) 342-8111**

**SITE VISIT IS REQUIRED.**

A pre-bid conference will be conducted on this project at the jobsite on Tuesday, April 13, 2004 at 10:00 A.M. Vendors are urged to attend.

**Signature Authority.**

In accordance with L.R.S. 39:1594 (Act 121), the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit; or
3. An individual listed on the State of Louisiana Bidder's application as authorized to execute bids. By signing the bid, the bidder certifies compliance with the above.

## **NOTICE TO BIDDERS**

Sealed bids will be received for the State of Louisiana by the Division of Administration, Office of State Purchasing, 1201 N. 3<sup>rd</sup> St., 2<sup>nd</sup> Floor, Suite 2-160, P O. Box 94095, Baton Rouge, Louisiana 70804-9095 until 10:00 A.M., on April 27, 2004, for the following:

**FURNISH AND INSTALL FENCING  
FOR  
LAKE D'ARBONNE STATE PARK  
FARMERVILLE, LOUISIANA**

Proposal Number: **K 25598 DL**  
Solicitation Number: **2187617**

Complete Bidding Documents may be obtained from:

OFFICE OF STATE PURCHASING  
CLAIBORNE BUILDING, 2<sup>ND</sup> FLOOR  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70804  
Attn: Pamela Allen  
Email: [pamela.allen@la.gov](mailto:pamela.allen@la.gov)  
Fax: (225) 342-8688  
Phone: (225) 342-8019

**SITE VISIT IS REQUIRED.**

A pre-bid conference will be conducted on this project at the jobsite on Tuesday, April 13, 2004 at 10:00 A.M. Vendors are urged to attend.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Bid Bond. Surety represents that it is listed on the current U. S. Department of Treasury Financial Management Service list of approved bonding companies and that it is listed thereon as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount, and who is currently on the U.S. Department of the Treasury Financial Management Service List. The bond shall not be accepted if written for an amount exceeding the amount listed in the Treasury Financial Management Service List.

Bids shall be accepted only from Contractors who are licensed under La. R.S. 37:2150-2163 for the classification(s) such as, **Building Construction; Highway, Street, and Bridge Construction; Heavy Construction; Municipal and Public Works Construction and/or specialty of Fencing.** No bid may be withdrawn for a period of thirty (30) days after receipt of bids.

When this project is financed either partially or entirely with State Bonds, the award of this Contract is contingent upon the sale of bonds by the State Bond Commission. The State shall incur no obligation to the Contractor until the Contract Between Owner and Contractor is fully executed.

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
OFFICE OF STATE PURCHASING  
DENISE LEA  
DIRECTOR OF STATE PURCHASING

PROPOSAL NUMBER K 25598 DL  
DOROTHEA YOUNG (225) 342-8022

GENERAL CONTRACT PROPOSAL FORM

BID OPENING DATE: 10:00 A.M., **APRIL 27, 2004**

STATE OF LOUISIANA  
DIVISION OF ADMINISTRATION  
PURCHASING SECTION  
POST OFFICE BOX 94095, CAPITOL STATION  
BATON ROUGE, LOUISIANA 70804-9095

BID MADE BY: \_\_\_\_\_

PROJECT:           Furnish all labor, materials, tools and equipment necessary for Furnish and Install Fencing at Lake D'Arbonne State Park, Farmerville, Louisiana as per plans, drawings and specifications prepared by the agency.

The undersigned, in compliance with your invitation for bids for the project listed above, having examined the specifications and related documents, inspected site and being familiar with all of the conditions surrounding the fulfillment of the contract, hereby proposes to furnish all labor, materials, tools and equipment necessary to complete the above referenced project within the time set forth herein and for the price stated below.

The Lump Sum Total Price stated shall include all permits and governmental fees, licenses, and inspections, and all sales, consumer use and taxes of any other nature or kind whatever arising from or pertaining to the work or portions thereof provided by the contractor which are legally enacted at the time bids are received, whether or not yet effective.

BASE BID:       I/We propose to furnish all materials and perform all work as described in the specifications and related documents for the sum of: (WORDS AND FIGURES)

LUMP SUM TOTAL \$ \_\_\_\_\_

COMPLETION DATE:       The undersigned guarantees completion of project as per base bid in \_\_\_\_\_ calendar days.

NOTE: WHERE SO INDICATED BY THE MAKEUP OF THE BID FORM, SUMS SHALL BE EXPRESSED IN BOTH WORDS AND FIGURES, AND IN CASE OF A DISCREPANCY BETWEEN THE TWO, THE WRITTEN AMOUNT SHALL GOVERN.

IMPORTANT: IN ACCORDANCE WITH R.S. 37:2163A CONTRACTORS' LICENSE NUMBER IN THE APPROPRIATE CLASSIFICATION(S) SUCH AS, **BUILDING CONSTRUCTION; HIGHWAY, STREET, AND BRIDGE CONSTRUCTION; HEAVY CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION**, AND/OR SPECIALTY OF **FENCING** MUST APPEAR ON THE BID OPENING ENVELOPE ON ALL PROJECTS IN THE AMOUNT OF \$50,000.00 OR MORE (AND \$1.00 OR MORE IF HAZARDOUS MATERIALS ARE INVOLVED).

FOR ANY BID SUBMITTED IN THE AMOUNT OF FIFTY THOUSAND DOLLARS OR MORE, THE CONTRACTOR SHALL CERTIFY THAT HE IS LICENSED AND SHOW HIS LICENSE NUMBER ON THE BID.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No: \_\_\_\_\_ Dated: \_\_\_\_\_

LOUISIANA CONTRACTORS LICENSE NO. \_\_\_\_\_

NAME (PLEASE PRINT OR TYPE) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
PHONE \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

FAX \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

## GENERAL CONDITIONS, INSTRUCTIONS, POLICIES AND PROCEDURES

### BIDDING PROCEDURE:

All bids must be submitted on the forms provided for this purpose and must be filled out with ink or typewritten and signed in ink. Any interlineation, alteration or erasure must be initialed by the signer of the bid.

Bidder shall assume full responsibility for timely delivery to the location designated for receipt of bids. Any bids received after the designated opening time will be returned unopened.

The Division of Administration of the State of Louisiana is an equal opportunity employer and looks to its Contractors, Subcontractors, vendors and suppliers to take affirmative action to effect this commitment in its operations.

Compliance with civil rights laws. By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

### BIDDERS REPRESENTATION:

In making his bid, each bidder represents that: He has read and understands the bid documents and his bid is made in accordance herewith; he has visited the site and has familiarized himself with the local conditions under which the work is to be performed; and his bid is based upon the specifications described in the bid documents without exception.

### ADDENDA:

No Addenda will be issued within a period of seventy-two (72) hours prior to the date set for receipt of bids, except an Addendum, if necessary, postponing the date of receipt of bids or cancelling the request for bids.

Receipt of all Addenda issued shall be acknowledged in bid proposal and/or returned with bid proposal.

COMPLIANCE REGARDING SUSPENSION/DEBARMENT:

CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [WWW.ARNET.GOV/EPLS](http://WWW.ARNET.GOV/EPLS).

CONSIDERATION OF BIDS:

The Division of Administration reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required bid security or data required by the bid documents or a bid in anyway incomplete or irregular.

The Division of Administration reserves the right to waive any informality or irregularity in any bid received, deemed to be in the best interest of the State of Louisiana.

RECORDATION CERTIFICATE:

Contractor upon receipt of executed contract, bond, purchase order and Notice to Proceed shall record contract and bond with the Clerk of Court in the parish in which the work is to be performed, obtain a Certificate of Recordation from the Clerk of Court and forward this Certificate immediately to the Division of Administration. The contracting agency will process no invoices until receipt of the Certificate of Recordation.

Liquidated Damages in the amount of \$50.00 per day will be assessed for each and every day the project remains incomplete beyond the established completion date.

CONTRACT, PERFORMANCE BOND, LABOR AND MATERIALS PAYMENT BOND:

If the undersigned is notified of the acceptance of the above bid or bids, within thirty (30) days of the time set forth for the opening of bids, he agrees to execute a contract for the work accepted, in the standard contract form currently used by the Division of Administration within ten (10) days after notice from the Division of Administration.

The undersigned further agrees, if awarded the contract, to execute and deliver to the Division of Administration at the time the contract documents are executed, a Performance Bond with Power of Attorney, on the forms provided, in an amount equal to the contract sum and agrees that this bond will be secured by a surety or insurance company currently on the United States Department of the Treasury Financial Management Service List of approved bonding companies and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

BID SECURITY:

Bid security MUST be attached (Insurance Company, Bank Money Order, Certified Check or Cashier's Check) in the sum of five percent (5%) of the amount bid (including base bid and additive alternates, if any) and shall become the property of the Owner in the event the contract and bond are not executed within the time set forth above. If bid bond is used, it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

AFFIDAVIT:

Successful Contractor shall be required to execute an affidavit attesting "THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR".

REJECTION OF BIDS:

The undersigned understands that the Division of Administration reserves the right to reject any and all bids and to waive any informalities.

WITHDRAWAL OF BIDS:

The undersigned agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the bid opening.

PROGRESS PAYMENTS: The following payment schedule shall apply:

For contracts with a completion date of more than thirty (30) days:

On or about the first day of each month, ninety percent (90%) of the value based on the Contract Price of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as estimated by the owner, less the aggregate of previous payments and upon substantial completion of the entire work, a sum sufficient to increase the total payment to ninety percent (90%) of the Contract Price.

For contracts with a completion date of thirty (30) days or less:

Upon satisfactory completion of the work, ninety percent (90%) of the Contract Price.



ACCEPTANCE:

Upon written notice by the Owner to the Division of Administration, a Notice by Owner of Acceptance of Work will be executed and forwarded to the Contractor for recording with the Clerk of Court in the parish in which the work has been performed and shall furnish a clear Lien Certificate from the Clerk of Court (to the owner along with final invoice) forty-five (45) days after recordation of acceptance. Final payment of ten percent (10%) will be made at this time.

INSURANCE:

Compensation Insurance, public liability and property damage insurance, as per the attached insurance page, are required on this bid.

Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto (with the exception of the following sub-limit for flood/quake). Contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of flood, earthquake, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) Flood/earthquake sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The "All Risk" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

## INSURANCE REQUIREMENTS

### CONTRACTOR'S LIABILITY INSURANCE

Proof of Insurance will be required before work can commence.

Insurance coverage specified below shall be furnished with the following minimum limits:

COMPENSATION INSURANCE: The Contractor and Subcontractors shall take and maintain during the life of the contract Workman's Compensation Insurance for all of their employees employed at the site of the project. In case any class of employees engaged in hazardous work under the Workman's Compensation Statute, the Contractor and Subcontractor shall provide Employer's Liability Insurance for the protection of their employees not otherwise protected.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: Comprehensive Public General Liability Insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$1,000,000 per occurrence with a minimum aggregate of \$2,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: The Contractor shall take out and maintain during the life of the contract, Automobile Public Liability Insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to perform thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

## **JOBSITE VERIFICATION FORM**

VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAY-OUT AS DESCRIBED IN THIS BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE BROUGHT TO THE ATTENTION OF THE OFFICE OF STATE PURCHASING PERSONNEL PRIOR TO BID OPENING. **SITE VISIT MUST BE VERIFIED BY AGENCY.**

**CONTACT PERSON FOR SITE VISIT IS DAVID ROGOZ AT (225) 342-8111.**

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

\_\_\_\_\_  
VENDOR'S COMPANY NAME

\_\_\_\_\_  
STATE AGENCY'S NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
AGENCY'S SIGNATURE

**TECHNICAL SPECIFICATIONS FOR  
LAKE D'ARBONNE FENCING  
Project #06-264-99-08-QH**

**LAKE D'ARBONNE STATE PARK  
FARMERVILLE, LOUISIANA**

**PREPARED BY:**

**OFFICE OF STATE PARKS  
RESOURCE DEVELOPMENT  
DEPARTMENT OF CULTURE, RECREATION AND TOURISM  
DATE: 02/26/04**

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### **DIVISION 1 - GENERAL REQUIREMENTS**

**01010 SUMMARY OF WORK** - The Contractor shall provide all labor, materials and equipment necessary to complete the following items of work: Contractor will furnish and install new wire fencing. Fencing shall be approximately 24,575 linear feet, to be verified by contractor. Contractor will furnish and install seven gates. Contractor will install new fencing on the boundary of the property. All work will be done according to manufactures directions or customary good trade practices, and in all cases materials and workmanship shall comply with all applicable building codes.

**See drawings for placement.**

**Note: Measurements are approximate. It shall be the responsibility of the Contractor to determine exact measurements.**

All materials shall be new, manufactured items suitable for their intended use, installed according to manufacturers' directions or customary good trade practices, and all materials and workmanship shall comply with all applicable building codes. Workmanship shall be at least as good as normal good trade practices with all lines, elevations, surfaces, finishes, etc. like those shown in the plans. Under no circumstances shall the incompetence of the workers be an excuse for substandard work. Unless specifically noted otherwise, all work described in these specifications and shown in the plans shall be done by the contractor and the final work shall be fully functional.

**01015 CONTRACTOR'S USE OF PREMISES -**

1) The Contractor shall have free use of restrooms and reasonable use of electrical power and water for construction purposes.

2) The park's maintenance area is designated as the contractor's staging area unless otherwise authorized.

3) In no way shall the contractor's use of the park impair the park's use or condition. The contractor shall promptly repair any damage to the satisfaction of the inspector.

4) Free lodging of laborers on grounds is not permitted, the contractor may reserve cabins and campsites subject the normal fees and regulations applying to the public.

5) The contractor shall be subject to all Park Regulations normally applying to the public.

6) The Contractor shall schedule his work to give no interference park visitation and shall keep utility outages to the minimum length required for construction. Working hours shall be the Park's normal hours of operation unless a special schedule is authorized by the Project Inspector.

**01016 OCCUPANCY** - The Office of State Parks reserves the right to use completed portions of the work before final acceptance. When beneficial occupancy is needed, the inspector shall schedule an inspection to review the work and, if a substantial portion of the work is ready for use, the State may take over part of the work. The contractor shall be relieved of any obligations to maintain that portion of the work. Partial occupancy shall not be a release of responsibility for work not in compliance with the specifications.

**01041 PROJECT COORDINATION** - The Project Inspector shall be the Office of State Parks Project engineer and his decision shall be final in all interpretations of the plans and these specifications. All communications shall be through the Project Inspector, David Rogoz P.O box 44426, Baton Rouge, Louisiana, 70804: phone (225) 342- 8102, FAX (225) 342- 8107.

Cooperate with the park manager in all matters concerning scheduling or relations with the public.

**01050 FIELD ENGINEERING** - The contractor is responsible for all quantities, measurements, and grades. Provide rough and final staking, elevations and benchmarks as required by the Project Inspector, for his approval.

**01051 GRADES, LINES, AND LEVELS** - All construction shall be plumb, level, and true to the lines shown on the plans or required in these specifications. All slopes shall be consistent and drain as intended. The Project Inspector shall instruct the contractor on any incidental construction that may be necessary to accomplish a functional project. Slope to drain always.

**01060 REGULATORY REQUIREMENTS** -

1) Obtain all permits, pay all fees, record the contract, and comply with all state, federal, and local requirements. All construction shall comply with the Louisiana Building Code for State-Owned Buildings. If any provisions of these specifications or the plans are conflict with any code, the contractor shall notify the Project Inspector before construction or the contractor shall make remedial changes to bring the work into compliance at no additional cost to the state.

2) Safety is part of this contract. Abide by OSHA and all other safety regulations and take all other measures necessary (such as barriers, fences, warning signs, protective clothing, etc.) to protect the public, workers and property. The contractor shall be responsible for defending the State (at no cost to the State) in all safety related litigation and shall be responsible for the payment of all judgements, both his and the State's.

**01150 MEASUREMENT AND PAYMENT**

1) Bids - The Contractor's bid shall be a lump sum with no qualifications, informalities, or item payments or the bid will be disqualified.



2) Add alternates - If add alternates are part of the project the contractor shall note them and their amount on his bid. The low bid, including any add alternates, will be accepted if that bid is within the construction budget, otherwise the bid will be awarded based on the base bid.

3) Partial payments - See Progress Payments and Acceptance in bid documents. If the contractor requests partial payments, they shall be made using the invoice and schedule of values forms supplied in these specifications. The approved schedule of values shall be based upon the divisions of these specifications except that the value of Division One shall be zero.

Upon completion of the project (acceptance), payment will be authorized for 90% of the contract amount (10% retainage) less the value of all punch list items which shall be computed at 2.5 times the actual cost of the punch list. No partial payments on the punch list. The Project Inspector decision on payment approval shall be final.

4) Change orders - All changes in the work involving the contract amount, scope of work, or contract time shall be made only by change orders except where danger to life or property occurs. Change orders shall be prepared by the contractor as directed by the Project Inspector and approved by State Purchasing and the Project Inspector before any changes. Where danger to life to life and/or property occurs, the contractor shall immediately take all action required for safety of life and property. Any adjustments to the contract required by emergency action will be discussed after danger has passed.

Change orders shall contain:

- a) An itemized list of material and labor costs for each subcontractor's work including quantities and unit costs for each item of labor and each item of material.
- b) Same as above for contractor's labor and material.
- c) Overhead and profit computed by one following method;

- 1) When all of the work is general contract work - 15% of the cost of the work.
- 2) When all of the work is subcontract work - 15% of the cost of the work for subcontractor's overhead and profit plus 10% of the cost of the work for general contractor's overhead and profit.
- 3) When the work is a combination of general contract work and subcontract work – 15% of the cost of subcontract work for subcontractor's overhead and profit plus 10% of the subcontractor's work for contractor's overhead and profit plus 15% of the cost of general contract work for general contractor's overhead and profit.
  - d) Time extension for extra work or acts of God.
- 5) Quantities - All quantities and dimensions expressed in the plans and these specifications reflect the intent of the project and best knowledge of State Parks. They are for the guidance of the Contractor and shall be verified by the Contractor. If discrepancies or errors exist, the inspector shall be notified before construction.

**01200 PROJECT MEETINGS** - 1) A pre-bid conference will be held at the JOB SITE,

**PRE-BID April 13, 2004 at 10:00 A.M.** . Prospective bidders are

expected to be familiar with site conditions and bid procedures.

- 2) A pre-construction conference shall be held before commencing work when the contractor shall present to the Project Inspector:

- a) Project schedules
- b) List of subcontractors and suppliers
- c) All requests for "as Equal" determinations, shop drawings, colors, and material certifications.

d) Completed schedule of values.

- 3) Progress meetings shall be held at least monthly to review the progress and quality of the work and to review requests for partial payment.
- 4) At the completion of work, a Final Inspection shall be held after at least three days notice by the Contractor to prepare a punch list (if necessary) of items to be addressed before acceptance.

#### **01300 SUBMITTALS**

- 1) As equal determinations- Manufacturer's brand names, colors and models numbers are used for the sole purpose of obtaining competitive bids. Substitutions of products of other manufacturers equal to or superior to those listed may be acceptable if approved by the Inspector before bidding. Otherwise, the Contractor's substitution may be rejected. For a substitution to be pre-approved by the Project Inspector, the Contractor must submit, 10 days before bid date, samples, brochures, and technical data sufficient for the Project Inspector to decide.
- 2) Packaging -The Contractor shall retain all packaging and suppliers' invoices in neat, clean, dry, legible condition for the Inspector to decide compliance with these specifications.
- 3) Shop drawings - Submit shop drawings wherever required by the plans, these specifications, or when required by the Project Inspector. Such drawings shall be drafted, dimensioned, and scaled drawings clearly showing the contractor's intended plan, materials and the like.
- 4) As built drawings - The contractor shall be supplied with prints to maintain a complete set of as built drawings. Note all changes made during the progress of the work neatly in red ink or red pencils and deliver to the inspector at the final inspection.
- 5) Project Manuals - At the final inspection, deliver to the Project Inspector three bound copies of a project manual. Such manuals shall include but are not limited to:

a) Manufacturer's manuals, warranties, model numbers parts lists, operating and maintenance procedures, and other information required for all equipment.

B) Lists of products and materials used including color samples and names.

**01510 TEMPORARY UTILITIES** - Provide temporary utilities as needed at no additional cost to the State.

**01700 CONTRACT CLOSEOUT** - See bidding and contract requirements regarding Final Payments and project meetings regarding acceptance, punch list, and final inspection. After completion, the Contractor shall remove all scraps, forms, packaging, debris, spatters, dust, dirt, etc., and leave the work in a neat and clean condition with all facilities ready for use by the Office of State Parks. Salvageable materials remain the property of the State and shall be delivered to the Park Manager. Materials deemed waste by the Inspector shall be removed from the park by the Contractor.

**01740 WARRANTIES AND BONDS** - All materials and workmanship shall be warranted for one year from the date of acceptance. All defects shall be promptly corrected by the Contractor at no cost to the State.

## **DIVISION 2 - SITE WORK**

**02445 WIRE FENCES AND GATES** - General - Barbed/ woven wire fence to be installed and shall follow the same alignment unless altered by the Engineer.

1) Installation - All fence posts and braces to be plumb, true to a line, and with tops level or smoothly following natural grade, wood posts installed tip up. Contractor may use wood or steel line posts but may not mix the two. Wire shall be level or evenly and smoothly following natural grade, evenly spaced and stretched taught with no discernable sag.

Fence shall be placed immediately inside the yellow boundary markers. Wire should touch the inside face of the 2" yellow markers. Contractor shall be responsible for pulling a straight line between these markers establishing a straight line for the setting of the T-post. Fence shall extend into the lake's low water line. This shall be established on site. Where the boundary line is the center of the road, the contractor shall locate the fence off the side of the road. This location shall be determined at the pre-construction conference. Contractor is not responsible for installing fence on the boundary lines in the lake. The Project Inspector shall establish offsets for road crossings. Refer to attached drawing for location of fencing along public right of way.

2) Steel barbed wire - Shall be 12 1/2 Ga. two-strand w/ 14 Ga. four barbs max. 5" O.C., hot dipped galvanized with min. coating of .80 oz./sq.ft.

3) Woven wire mesh - Shall be ASTM A 116, design 939-6-12-1/2, Grade 60. 6" vertical wires spacing, 9 horizontal lines, 39" Ht., 12-1/2 Ga. wire except top and bottom, which shall be 10 Ga.

4) Steel staples - Shall be 2 1/2" min. length, hot dipped galvanized with minimum coating of .20 oz./sq. ft., domestically manufactured. Staples shall be installed at a diagonal to wire, not vertically, and driven to slightly compress wire into posts.

5) Steel line posts - To be equipped with corrugations, knobs, notches, holes or studs so placed and constructed as to engage a substantial number of fence wires in proper position. Posts may be punched with holes in such position and of such size as will not unduly impair the strength of the posts. Posts with punched tabs used for fastening wires are not acceptable. Hot dip galvanizing to conform with to ASTM A 123. Metal fasteners for steel line posts shall be galvanized steel-wire fasteners or clamps and shall be satisfactory for use on the type of steel

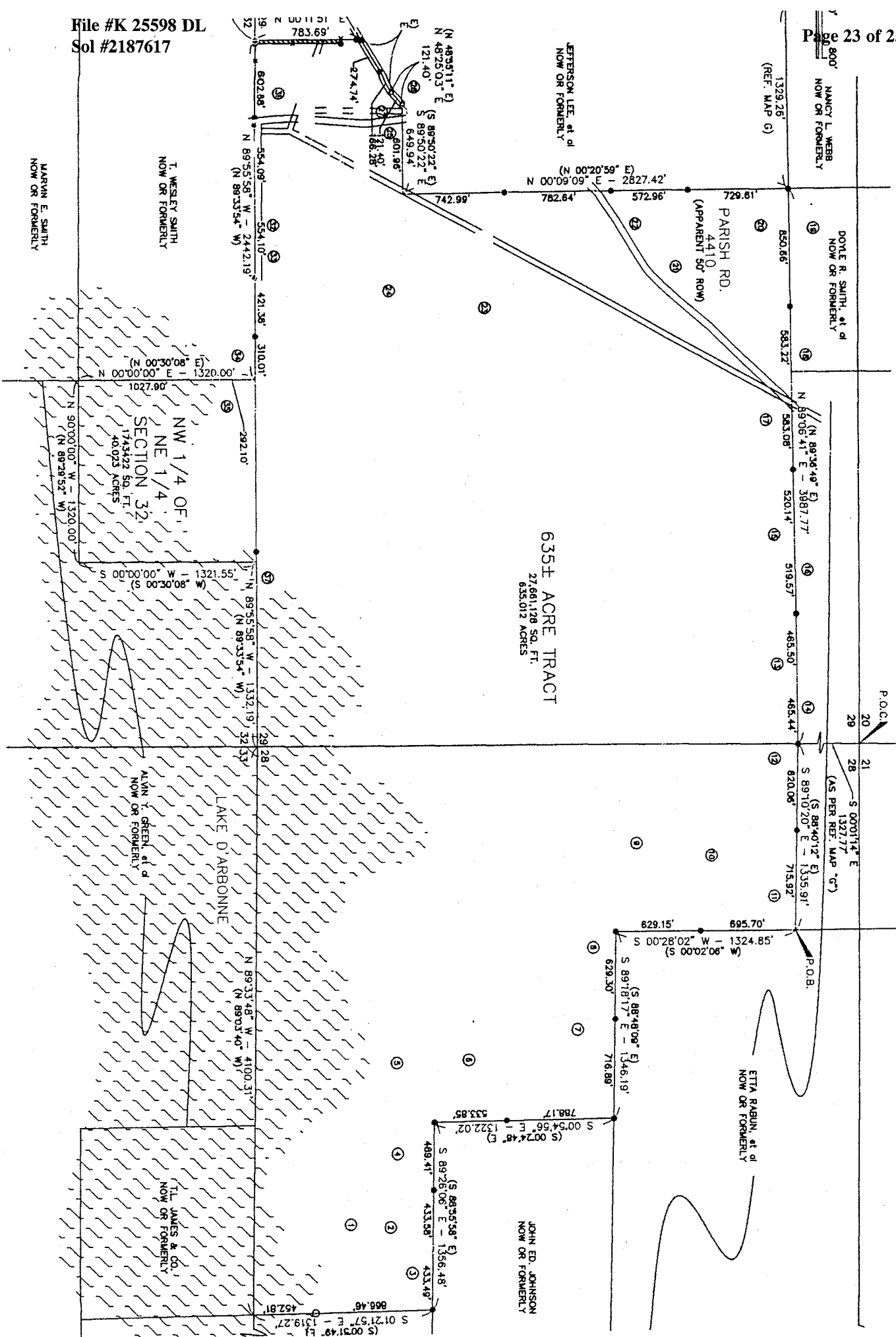
post furnished. Wire shall not be less than 0.120" diameter. Galvanized coating shall not be less than 0.20 oz./sq.ft. In accord with ASTM A 90.

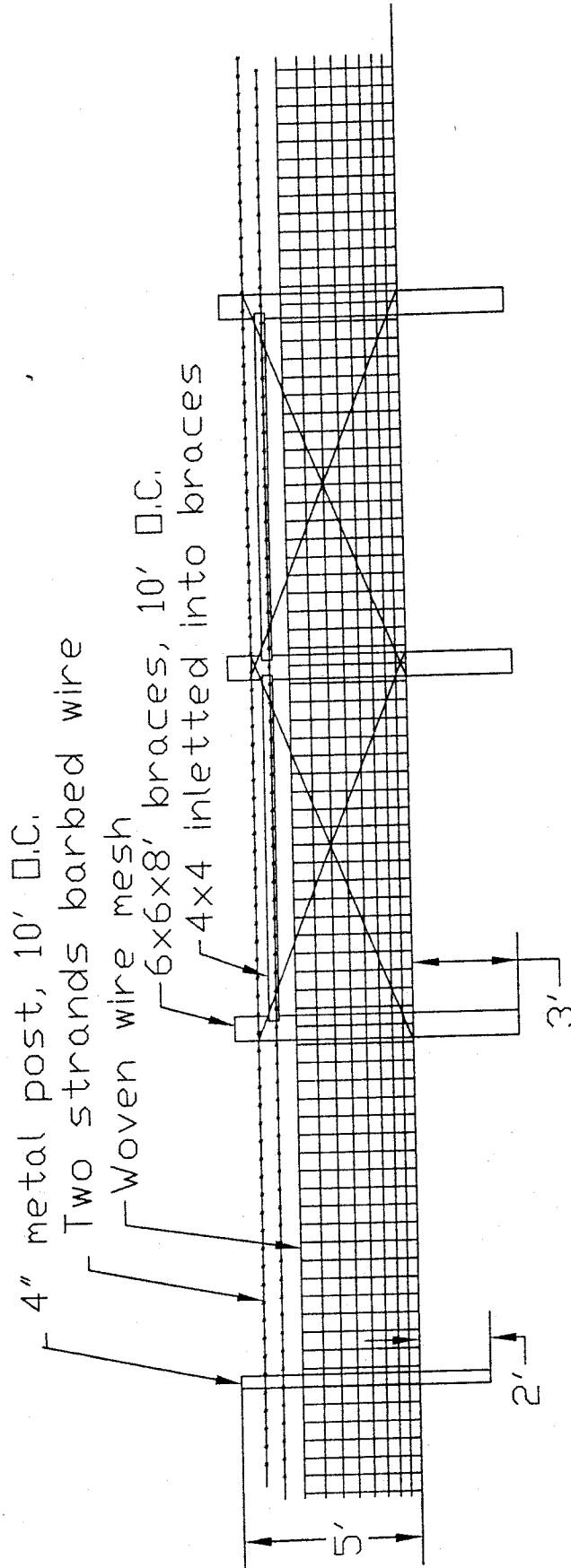
All wood on this project shall be pressure treated in accord with latest AWPAs specifications for its intended use. Contractor may select one of the following preservatives and minimum preservative retention's: creosote (8.0 lb./cu.ft.), creosote solutions (8.0 lb./cu.ft.), pentachlorophenol (.40 lb./cu.ft.), or chromate copper arsenate (.40 lb./cu.ft.)

6) Wood braces - Three post braces as shown in the plan shall be employed at all corners and oblique angles. Two post braces shall be employed min. every 300' and at each gate. Horizontal braces to be 4x4x10', #2, southern yellow pine, pressure treated as above 6). Brace posts to be 6"x 8' complying with all other specifications in above 6) and inletted into brace posts. Cross brace with wire stretched taught.

7) Steel farm gate - Contractor will furnish and install seven 10' new steel farm gates. The engineer will verify the placement. Gates shall be standard galvanized steel, domestically manufactured, of rigid construction, corrugated metal stiles, rails, and braces, include with latch, hinges, chain and pin tumbler padlock, and all other fittings for a complete installation. Allow ample ground clearance for easy operation. Gates to be hung to stay stationary (no swinging) in any position

L.A. PLATTWAL 2





Note: Use three post brace at corners and obliques.  
use two posts at gates and stretch points

Fence elevation

2  
1

Scale: 1" = 4'-0"



# LAKE D'ARBONNE BOUNDARY FENCING

